

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1.	TOM G. BALLAS)	
2.	RON C. PERKINS,)	
)	
	Plaintiffs,)	
)	
vs.)	CASE NO. CIV-13-1094-D
)	
1.	CHICKASAW NATION)	
	INDUSTRIES, INC.,)	
2.	CNI AVIATION, LLC,)	
3.	ENTERPRISE ENGINEERING)	
	SERVICES, LLC,)	
)	
	Defendants.)	

COMPLAINT

I. PRELIMINARY STATEMENT

1. This is a civil action alleging violations by the Defendants of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.* (“ADEA”).

II. PARTIES

2. Plaintiff Tom G. Ballas (“Ballas”) is an individual citizen and resident of the United States and the State of Oklahoma. Ballas resides in Oklahoma City, Oklahoma. Ballas was jointly employed by Defendants Chickasaw Nation Industries, Inc., and CNI Aviation, LLC, to work for the Federal Aviation Administration (“FAA”) at the Mike Monroney Aeronautical Center (“MMAC”) in Oklahoma City, within the Western

District of Oklahoma.

3. Plaintiff Ron C. Perkins (“Perkins”) is an individual citizen and resident of the United States and the State of Oklahoma. Perkins resides in Oklahoma City, Oklahoma. Perkins was jointly employed by Defendants Chickasaw Nation Industries, Inc.; CNI Aviation, LLC; and Enterprise Engineering Services, LLC, to work for the Federal Aviation Administration (“FAA”) at the Mike Monroney Aeronautical Center (“MMAC”) in Oklahoma City, within the Western District of Oklahoma.

4. Defendant Chickasaw Nation Industries, Inc. (“CNI”) is a federally chartered corporation headquartered in Norman, Oklahoma, and is engaged in multiple lines of business which it owns and controls, including CNI Aviation, LLC. CNI does business within the Western District.

5. Defendant CNI Aviation, LLC (“CNI AV”) is a wholly-owned subsidiary of CNI. It is headquartered in Oklahoma City and provides aviation related professional services in conjunction with CNI to the FAA’s facilities in Oklahoma City.

6. Defendant Enterprise Engineering Services, LLC (“EES”) is headquartered in Egg Harbor City, New Jersey. EES works in conjunction with CNI and CNI AV to provide engineering and support services to the FAA’s MMAC facility in Oklahoma City.

7. CNI, CNI AV, and EES operated as joint employers of Ballas and Perkins while they were providing services to the FAA at the MMAC in Oklahoma City.

III. JURISDICTION AND VENUE

8. This Court has federal question jurisdiction over Plaintiffs' claims under the ADEA pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 626(c) and § 216(b).

9. Venue is proper under 28 U.S.C. § 1391(b) and (c), and 29 U.S.C. § 626(c) and § 216(b).

IV. CONDITIONS PRECEDENT

10. On July 16, 2013, Ballas and Perkins filed EEOC charges against the above-named Defendants asserting they had been discriminated against, including being terminated because of age.

11. The EEOC issued Ballas and Perkins notices of right to sue on July 16, 2013, and Ballas and Perkins have exhausted their administrative remedies. This lawsuit is timely filed within ninety (90) days of their receipt of the notices of right to sue.

V. FACTUAL ALLEGATIONS

12. Each Defendant is engaged in interstate commerce or activities affecting interstate commerce, and has had twenty (20) or more employees in each of twenty (20) or more calendar weeks in the current or preceding calendar year.

13. Each Defendant is a covered employer under the ADEA.

14. Ballas was 71 years old at the time of his termination from employment effective July 7, 2013, due to a reduction in force.

15. Ballas was employed as an Electrical Engineer within the CNI/EES Power Services Branch at the FAA's MMAC.

16. Perkins was 67 years old at the time of his termination from employment effective July 7, 2013, due to a reduction in force.

17. Perkins was employed as an Engineering Technician within the CNI/EES Power Services Branch at the FAA's MMAC.

18. Both Ballas and Perkins were supervised jointly by managers for the FAA and managers for the contractors CNI, CNI/V, and EES.

19. Mark Michaud, FAA Supervisor/Manager of the Power Branch, was responsible, in part, for the selection of contractor personnel that were terminated. Ray Mier, CNI/EES Contract Manager, was also responsible, in part, for selecting which employees within the Power Branch would be terminated due to a reduction in force. Other managerial personnel for CNI, CNI/V, EES, and the FAA were involved in selecting older employees to be terminated during the reduction in force.

20. Ballas and Perkins were well-qualified to perform their assigned job duties based upon their education and prior work performance at the MMAC.

21. Much younger employees with less seniority and who were performing the same job duties as Ballas and Perkins were not terminated due to a reduction in force but instead were retained. Ballas and Perkins were selected for the reduction in force because of their age.

22. As a result of Defendants' wrongful actions, Ballas and Perkins sustained loss of employment, loss of wages, loss of benefits and other compensation, loss of seniority, loss of career path, loss of future wages and future benefits, and other

compensatory damages, including without limitation, humiliation, loss of dignity, stress, worry, and loss of enjoyment of life. They will continue to suffer such losses and damages into the future.

23. All adverse actions taken by Defendants against Ballas and Perkins were intentional, willful, malicious and/or in reckless disregard for their legal rights. Defendants have written policies stating they will not discriminate against employees because of their ages. Nonetheless, Defendants willfully and maliciously terminated Ballas and Perkins and other older employees because of age.

VI. FIRST COUNT:
VIOLATION OF ADEA

24. Ballas and Perkins incorporate hereunder by reference paragraphs 1-23, as set forth above.

25. A determining factor in the decisions to subject Ballas and Perkins to different terms and conditions of employment and to terminate them effective July 7, 2013, was their age (70 and 67 years respectively).

26. Defendants' adverse actions against Ballas and Perkins because of their age violated the ADEA and caused damages to them as set forth in ¶ 22, above.

27. Defendants' violation of the ADEA was willful and intentional.

28. Ballas and Perkins are entitled to all remedies and relief provided for a violation of the ADEA. Each Defendant is jointly and severally liable to Ballas and Perkins for the harm, damages, and losses caused to Ballas and Perkins by its violation

of the ADEA.

VII. JURY TRIAL REQUESTED

29. Ballas and Perkins are entitled to a jury trial as to each and every cause of action or claim asserted herein, and they hereby request a jury trial.

VIII. PRAYER FOR RELIEF

30. Ballas and Perkins pray for judgment against each Defendant jointly and severally, as follows:

- A. Payment of back wages, benefits, and compensation;
- B. Reinstatement to their former job positions, or alternatively, appropriate front pay;
- C. Liquidated damages;
- D. Declaratory and injunctive relief as appropriate;
- E. Pre-judgment and post-judgment interest on all sums awarded to Ballas and Perkins;
- F. Attorney's fees, costs and such other and further relief as the Court deems reasonable and proper.

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JURY TRIAL DEMANDED.**